

Michael M. Rosenbaum (MR 6304)  
Jacqueline Incerri (JI 4766)  
BUDD LARNER, P.C.  
150 John F. Kennedy Parkway, CN1000  
Short Hills, New Jersey 07078-0999  
(973) 379-4800  
Attorneys for Plaintiff

RECEIVED

JAN 1 2006

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

AT 8:00

CLERK

The Mortgage Market Guide, LLC,

Plaintiffs,

v.

Freedman Report, LLC

Defendant.

Civil Action No.

06-140(SRC)

VERIFIED COMPLAINT

Plaintiff, The Mortgage Market Guide, LLC ("MMG"), through its attorneys Budd Larner, P.C., by way of Verified Complaint against defendant Freedman Report, LLC, ("Freedman"), states as follows:

**PARTIES, JURISDICTION AND VENUE**

1. Plaintiff MMG is a New Jersey limited liability company with its principal place of business located at 1000 Sterling Ridge, Colts Neck, New Jersey 07722.
2. Defendant Freedman is a California limited liability company with its principal place of business located at 16255 Ventura Boulevard, Suite 410, Encino, California 91436.
3. This is an action for copyright infringement under the copyright laws of the United States, 17 U.S.C. § 101, et seq., for trade dress infringement under the Lanham Act of 1946, as amended, 15 U.S.C. § 1051, et seq., and under principles of state statutory and common law. Upon

information and belief, the matters in controversy exceed the sum of \$75,000.

4. This Court has jurisdiction over MMG's claims arising under the Copyright Laws and the Lanham Act pursuant to 15 U.S.C. § 1121(a), 28 U.S.C. § 1331, 28 U.S.C. § 1332, 28 U.S.C. § 1338(a) and under its supplemental jurisdiction pursuant to 28 U.S.C. § 1338(b) and 1367(a).

5. Upon information and belief, the acts of Freedman, of which complaint is herein made, have been made by Freedman in interstate commerce.

6. Upon information and belief, the actions of Freedman, of which complaint is herein made, have been and continue to be committed by Freedman in interstate commerce and in New Jersey.

7. This action is properly venued in the District of New Jersey pursuant to 28 U.S.C. § 1391. Freedman is subject to personal jurisdiction in this District, does business in this District and a substantial part of the events giving rise to the claim occurred in this District.

**L.Fed.R.Cv.P. 65.1 STATEMENT**

8. Good and sufficient reason for MMG to proceed by way of an order to show cause against Freedman exists because of Freedman's blatant and ongoing misappropriation of, and infringement upon, the intellectual property of MMG. MMG notified Freedman of its misappropriation and infringement, but Freedman continued to misappropriate and infringe upon the rights of MMG. Accordingly, MMG's business is being irreparably harmed due to Freedman's continuing infringement, which draws an incalculable amount of customers away from MMG and dilutes the strength of MMG's intellectual property. This irreparable harm is set forth in even more detail, infra.

## **FACTUAL ALLEGATIONS**

### **A. The Development of the MMG Website**

9. MMG is in the business of providing an internet website that offers its subscribers a comprehensive overview and analysis of the mortgage market, including such features as pricing charts, daily newsletters, and realtime text message, e-mail and voice mail updates concerning trends in mortgage-backed securities. MMG has owned and operated its website, located at [www.mortgagemarketguide.com](http://www.mortgagemarketguide.com) (the "MMG Website"), since March of 2001.

10. Subscribers to the MMG Website pay membership fees for access to all of the members only features of the MMG Website. The MMG Website's regular annual membership price is currently \$899.00; the regular semi-annual membership price is currently \$499.00; and, the regular monthly membership price is currently \$99.95. An additional subscription to the "MMG Weekly" newsletter feature of the MMG Website is regularly priced \$675.00 plus a \$45.00 set-up fee with an annual subscription or \$395.70 plus a \$45.00 set-up fee with a semi-annual subscription.

11. MMG has invested substantial resources, including creative efforts, time and money, into the creation, development, operation and marketing of its MMG Website.

12. In or around February 2001, the current members of MMG conceived the concept for the MMG Website. Subsequently, the members formed the MMG limited liability company and began developing the MMG Website. Throughout the course of the year, MMG spent hundreds of hours, tens of thousands of dollars, and employed a webmaster and support staff devoted to the development, operation and marketing of the MMG Website.

13. When the MMG Website was launched, it was the only website that provided a combination of services including analysis of the mortgage market, pricing charts, newsletters, and

realtime updates concerning trends in mortgage-backed securities. These services were provided through features including a live "Bond Quotes" page that incorporated Japanese candlestick and stochastic charts; a market update page posted on the website three times a week; and, e-mail and voice broadcasting daily alerts.

14. MMG Website development and support continued throughout 2002. Again, MMG spent numerous hours, tens of thousands of dollars, and employed a webmaster and support staff devoted to the MMG Website maintenance, development and marketing.

15. Striving to provide customers with timely and accurate information, in 2002, MMG continued to improve and develop its website to include features such as a daily mortgage market analysis. This feature became known as the "MMG Daily Market Update."

16. MMG Website development and support continued throughout 2003. Again, MMG spent hundreds of hours, hundreds of thousands of dollars, and employed a webmaster and support staff devoted to the MMG Website maintenance, development and marketing.

17. In early 2003, the MMG Website took its current form, layout, color scheme and style. MMG continued to improve and develop its website to include features such as providing timely alerts via text messaging and providing a weekly newsletter known as "MMG Weekly."

18. MMG Weekly was unique in that it permitted MMG customers to personalize the newsletter and, in turn, allowed those customers to easily distribute the newsletter to their own clientele. MMG Weekly included, among other things, an analysis of recent occurrences in the mortgage market, a short-term forecast for the mortgage market and a non-mortgage topic used to lighten-up the newsletter.

19. MMG Website development and support continued throughout 2004 and 2005.

Again, MMG spent hundreds of hours, hundreds of thousands of dollars, and employed multiple webmasters and support staff devoted to the MMG Website maintenance, development and marketing.

20. In all, MMG expended years of creative energies, thousands of hours of manpower and hundreds of thousands of dollars in creating, developing, improving and refining the MMG Website. These efforts have allowed MMG to consistently provide its customers with cutting-edge, timely and accurate mortgage market services.

**B. Freedman's Copying of the MMG Website**

21. Freedman operates a directly competing website at www.freedmanreport.com (the "Freedman Report Website"). Freedman has owned and operated its website since 2005.

22. Like the MMG Website, subscribers to the Freedman Report Website pay membership fees for access to members only features of the Freedman Report Website. The Freedman Report Website's regular annual membership price is currently \$599.00 and the regular monthly membership price is currently \$59.99. An additional subscription to the "Freedman Focus" newsletter feature of the Freedman Report Website is regularly priced \$399.00 with an annual subscription or \$399.00 plus a \$40.00 set-up fee with a monthly subscription.

23. The Freedman Report Website appropriates proprietary content from the MMG Website. The Freedman Report Website copies the MMG Website in virtually every aspect -- including its format, layout, style, features, and other content -- while merely changing or varying certain words and other insubstantial elements.

24. The similarities between the Freedman Report Website and the MMG Website range from the overall selection, arrangement and layout of the information, to the appearance, color

scheme, and style of the website. The Freedman Report Website appropriates many of the specific features of the MMG Website.

**I. Freedman's Copying of the MMG Bond Quotes Web Page**

25. The Freedman Report Website contains a "Live Bond Pricing" page nearly identical in appearance, layout, arrangement, and content to the MMG Website's "Bond Quotes" page. True and correct copies of samples of a MMG Website "Bond Quotes" page and a November 8, 2005 Freedman Report Website "Live Bond Pricing" page, (with arrows added by counsel to emphasize certain features), are attached hereto as Exhibits A & B respectively.

26. The "Live Bond Pricing" and "Bond Quotes" pages each begin with charts of fixed-rate mortgage backed securities and treasury bonds located at the top center of the page. The charts contain rows of similar information on securities, current sales pricing, the day change in basis points, and changes in basis point at certain times. The Freedman Report Website appropriates this design and feature from the MMG Website.

27. Located directly beneath the fixed-rate mortgage backed securities and treasury bond charts on each page are the same "alerts" features. These are alerts that notify customers via text messaging, e-mail and voicemail of up-to-the-minute changes in mortgage-backed securities that may affect mortgage interest rates. The Freedman Report Website appropriates this design and feature from the MMG Website. Further, the content of Freedman's alerts is often extremely similar to those of MMG, even with respect to the salutations and phraseology.

28. Located directly beneath the fixed-rate mortgage backed securities and treasury bond charts and the alert features on each page are identical Japanese candlestick charts used to show trends in fixed-rate mortgage-backed securities. The Freedman Report Website's Japanese

candlestick charts are appropriated from the MMG Website and often show the exact same trend lines as MMG and even display pricing at the same, atypical time increments. Both charts are programmed to automatically refresh every two minutes.

29. The Japanese candlestick chart is one of the most unique and important tools used by MMG in gauging the direction of the mortgage market. MMG is unaware of any competitor that utilized a Japanese candlestick feature as an element of their website prior to the appropriation by Freedman.

30. Located directly beneath the Japanese candlestick charts on each page are features that invite a user to "Customize your chart with the options below." Like the MMG chart, the Freedman Report Website's chart customizable by the client and offers substantially the same customization options as that of MMG. The Freedman Report Website appropriates this design and feature from the MMG Website.

31. Located directly beneath the Japanese candlestick charts and customization features on each page are nearly identical chart printing options. These features permits the user to access a printable candlestick chart, stochastic chart or some combination thereof. The Freedman Report Website appropriates this design and feature from the MMG Website.

32. Located on the side of each the "Live Bond Pricing" and "Bond Quotes" pages are "Market Update" charts and history. By clicking on the charts the user of each page accesses mortgage information and corresponding charts that are substantially similar. The Freedman Report Website appropriates this design and feature from the MMG Website. True and correct copies of samples of the MMG Website's "Market Update" and the Freedman Report Website's "Market Update" are attached hereto as Exhibits C & D respectively.

**II. Freedman's Copying of the MMG Daily Market Update Web Page**

33. The Freedman Report Website also features a daily report called "Today's Freedman Report" that is substantially the same as the MMG Website's "MMG Daily Market Update." True and correct copies of samples of "MMG Daily Market Update" web page and "Today's Freedman Report" web page are attached hereto as Exhibits E & F respectively.

34. Both the "MMG Daily Market Update" and "Today's Freedman Report" web pages are arranged with mortgage backed securities risk and trend indicators located at the top center of the pages. The Freedman Report Website appropriates this design and feature from the MMG Website.

35. The risk and trend indicators are then followed by economic news, data and analysis. Both pages also contain links to economic indicator / data definitions utilized to assist a user in interpreting the economic news, data and analysis. The Freedman Report Website appropriates this design and feature from the MMG Website.

36. The MMG Website's "MMG Daily Market Update" contains an economic calendar, while the Freedman Report Website's "Today's Freedman Report" contains a link to a web page containing substantially similar information. The Freedman Report Website appropriates this design and feature from the MMG Website. True and correct copies of samples of the MMG Website's economic calendar and the Freedman Report Website's economic calendar are attached hereto as Exhibits G & H respectively.

37. Each economic calendar is in the form of a chart containing the date and time for the release of specific economic reports or information, the previous numbers for each set of economic



reports and information, the forecasted numbers for each set of economic reports and information, and the actual numbers for each set of economic reports and information.

**III. Freedman's Copying of the MMG Website's "MMG Weekly" Feature**

38. The Freedman Report Website also has a weekly report feature called "The Freedman Focus" which is substantially the same as the MMG Website's "MMG Weekly" newsletter. True and correct copies of samples of "MMG Weekly" and "The Freedman Focus" are attached hereto as Exhibits I & J respectively.

39. The design of "MMG Weekly" begins with a header where MMG customers place their photograph, company logo, contact information and report date at the top of the web page. "The Freedman Focus" appropriates this same design.

40. The header appearing in the "MMG Weekly" web page is followed by the "Last Week in Review," which highlights important occurrences in the financial market from the past week. "The Freedman Focus" appropriates this same design, merely changing reference to it as "A Look Back."

41. The "Last Week in Review" appearing in the "MMG Weekly" web page is followed by the "Forecast for the Week," which highlights important issues anticipated in the financial market for the week. "The Freedman Focus" appropriates this same design, merely changing reference to it as "Focusing on the Future."

42. The "Forecast for the Week" appearing in the "MMG Weekly" web page is followed by a current Japanese candlestick chart for a Fannie Mae Mortgage Bond. "The Freedman Focus" appropriates this same design also setting forth a current Japanese candlestick chart for a Fannie Mae Mortgage Bond.

43. The Japanese candlestick chart appearing in the "MMG Weekly" web page is followed by the "Mortgage Market View," which is a weekly article on a current topic not necessarily related to mortgages. "The Freedman Focus" appropriates this same design, merely changing reference to this portion of the newsletter to "For Your Information."

44. Finally, both "MMG Weekly" and the "Freedman Focus" contain an economic calendar for the week. Each economic calendar is a chart containing the date and time for the release of specific economic reports, the previous numbers for the economic reports, the forecasted numbers for the economic reports, and the actual numbers for the economic reports.

### **COUNT ONE**

#### **Copyright Infringement**

45. Plaintiff MMG repeats and realleges paragraphs 1 through 44 as if set forth verbatim herein.

46. This cause of action arises under the Copyright Laws of the United States, 17 U.S.C. § 101, et seq.

47. In or about March 2001, MMG created and, has since that time, continuously operated the MMG Website.

48. The deposit, application, and fee required for copyright registration of the MMG Website have been delivered to the Copyright Office in proper form and the Copyright Office has received the same. True and correct copies of copyright application, Federal Express delivery confirmation and payment are attached hereto as Exhibit K.

49. The MMG Website contains a large amount of material wholly original with MMG and is copyrightable subject matter under the laws of the United States.

50. Further, the MMG Website contains the collection and assembling of preexisting materials or data that are selected, coordinated and arranged in such a way that the resulting work constitutes an original work of authorship copyrightable subject matter under the laws of the United States.

51. In or about 2005, Freedman infringed upon MMG's rights by creating, operating and placing in the market the Freedman Report Website, which was copied largely from the MMG Website.

52. Freedman's infringement upon MMG's rights has been willful and deliberate.

53. At no time has MMG authorized Freedman to reproduce, adapt, copy, distribute, or otherwise market its website.

54. MMG has notified Freedman that Freedman has infringed the copyright of MMG, but Freedman continues its infringement.

55. By reason of Freedman's infringement, MMG has sustained and will continue to sustain substantial injury, loss and damage to its ownership rights in the MMG Website.

56. Further, irreparable harm to MMG is imminent as a result of Freedman's conduct and MMG is without an adequate remedy at law. MMG is entitled to an injunction restraining Freedman, its officers, directors, agents, employees, and representatives from engaging in further acts of copyright infringement.

57. MMG is further entitled to recover from Freedman the damages sustained by MMG as a result of Freedman's acts of copyright infringement. MMG is at present unable to ascertain the full extent of the monetary damages it has suffered from Freedman, but MMG is informed and believes that it has sustained such damages in an amount exceeding \$100,000.

58. MMG is further entitled to recover from Freedman the gains, profits and advantages it has obtained as a result of its acts of copyright infringement. MMG is at present unable to ascertain the full extent of the gains, profits and advantages Freedman has obtained by reason of its acts of infringement, but MMG is informed and believes that it has sustained such damages in an amount exceeding \$100,000.

WHEREFORE, plaintiff MMG demands judgment against defendant Freedman as follows.

- A. For preliminary and permanent injunctions restraining defendant Freedman, its officers, agents, servants, and employees from doing, abiding, causing or abetting any of the following:
1. Directly or indirectly infringing MMG's copyrighted works, specifically the MMG Website;
  2. Engaging in any acts or activities directly or indirectly calculated to infringe upon the MMG Website and/or the reputation or goodwill of MMG;
  3. directly or indirectly using any false description or representation in connection with the sale of their services or products;
  4. Using, selling, offering for sale, promoting, advertising, marketing or distributing any goods or services which utilize, in any manner, any portion of the MMG Website or derivation thereof; and
  5. Competing unfairly with MMG in any manner.
- B. Defendant be required to account for and pay over to MMG all of the profits obtained by defendant from their unlawful acts as complained herein.
- C. Defendant be required to pay MMG such damages as MMG sustained in

consequence of defendant's actions, including but not limited to MMG's actual damages, statutory damages, and treble damages.

- D. That MMG be awarded compensatory damages.
- E. That MMG be awarded punitive damages.
- F. That MMG be awarded its reasonable attorneys fees and costs of this action.
- G. That this Court enter an order placing reasonable but effective restrictions on the future transactions and activities of defendant so as to prevent fraud on the Court and so as to ensure the capacity of defendant to pay, and the prompt payment of, any judgment entered against defendant in this action.
- H. That MMG be awarded such other and further relief as the Court deem just and proper.

## **COUNT TWO**

### **Trade Dress Infringement**

59. Plaintiff MMG repeats and realleges paragraphs 1 through 58 as if set forth verbatim herein.

60. This cause of action arises under the Lanham Act, 15 U.S.C. § 1125.

61. The MMG Website is inherently distinctive and the trade dress contained therein is non-functional.

62. Freedman, on or in connection with the Freedman Report Website, uses in commerce words, terms, names, symbols, devices and various combinations thereof, or false designation of origin, false or misleading description of fact, or false or misleading representation of fact, which are likely to cause confusion, mistake or to deceive as to the affiliation, connection or association

of Freedman with MMG, or as to the origin, sponsorship or approval of the Freedman Report Website by MMG.

63. Further, Freedman, on or in connection with the Freedman Report Website, uses in commerce words, terms, names, symbols, devices and various combinations thereof, or false designation of origin, false or misleading description of fact, or false or misleading representation of fact, which misrepresent the nature, characteristics, qualities or origin of the Freedman's goods, services or commercial activities in commercial advertising and promotion.

64. By reason of Freedman's actions, MMG has sustained and will continue to sustain substantial injury, loss and damage to its ownership rights in the MMG Website. Such actions by Freedman are intentional, willful and deliberate.

65. Further, irreparable harm to MMG is imminent as a result of Freedman's conduct and MMG is without an adequate remedy at law. MMG is entitled to an injunction restraining Freedman, its officers, directors, agents, employees, and representatives from engaging in such further wrongful actions.

66. MMG is further entitled to recover from Freedman the damages sustained by MMG as a result of Freedman's wrongful actions. MMG is at present unable to ascertain the full extent of the monetary damages it has suffered from Freedman, but MMG is informed and believes that it has sustained such damages in an amount exceeding \$100,000.

67. MMG is further entitled to recover from Freedman the gains, profits and advantages it has obtained as a result of its wrongful actions. MMG is at present unable to ascertain the full extent of the gains, profits and advantages Freedman has obtained by reason of its acts of infringement, but MMG is informed and believes that it has sustained such damages in an amount

exceeding \$100,000.

WHEREFORE, plaintiff MMG demands judgment against defendant Freedman as follows.

- A. For preliminary and permanent injunctions restraining defendant Freedman, its officers, agents, servants, and employees from doing, abiding, causing or abetting any of the following:
  - 1. Directly or indirectly infringing MMG's copyrighted works, specifically the MMG Website;
  - 2. Engaging in any acts or activities directly or indirectly calculated to infringe upon the MMG Website and/or the reputation or goodwill of MMG;
  - 3. directly or indirectly using any false description or representation in connection with the sale of their services or products;
  - 4. Using, selling, offering for sale, promoting, advertising, marketing or distributing any goods or services which utilize, in any manner, any portion of the MMG Website or derivation thereof; and
  - 5. Competing unfairly with MMG in any manner.
- B. Defendant be required to account for and pay over to MMG all of the profits obtained by defendant from their unlawful acts as complained herein.
- C. Defendant be required to pay MMG such damages as MMG sustained in consequence of defendant's actions, including but not limited to MMG's actual damages, statutory damages, and treble damages.
- D. That MMG be awarded compensatory damages.
- E. That MMG be awarded punitive damages.

- F. That MMG be awarded its reasonable attorneys fees and costs of this action.
- G. That this Court enter an order placing reasonable but effective restrictions on the future transactions and activities of defendant so as to prevent fraud on the Court and so as to ensure the capacity of defendant to pay, and the prompt payment of, any judgment entered against defendant in this action.
- H. That MMG be awarded such other and further relief as the Court deem just and proper.

### **COUNT THREE**

#### **Unfair Competition Under New Jersey Law**

- 68. Plaintiff MMG repeats and realleges paragraphs 1 though 67 as if set forth verbatim herein.
- 69. This cause of action arises under the laws of the State of New Jersey.
- 70. Freedman and MMG are in direct competition with one another.
- 71. The MMG Website has a secondary meaning or an identification coming from its appearance.
- 72. The consuming public identifies the MMG Website, and products contained therein, as object of commerce with a single source and there is an interest on the part of the consuming public in buying because of that source.
- 73. The Freedman Report Website uses the MMG Website's trade dress and other devise, which is as near the established trade dress or other device of the MMG Website as to lead customers and the public to confusion and to suppose that the Freedman Website, and the products contained therein, are the website or products of MMG.



74. Freedman's imitation is obtained by fraud or other breach of relationship.

75. MMG suffered damages from Freedman's wrongdoing including, but not limited to, having business diverted from MMG to Freedman and Freedman having harmed MMG's reputation and goodwill.

WHEREFORE, plaintiff MMG demands judgment against defendant Freedman as follows.

A. For preliminary and permanent injunctions restraining defendant Freedman, its officers, agents, servants, and employees from doing, abiding, causing or abetting any of the following:

1. Directly or indirectly infringing MMG's copyrighted works, specifically the MMG Website;
2. Engaging in any acts or activities directly or indirectly calculated to infringe upon the MMG Website and/or the reputation or goodwill of MMG;
3. directly or indirectly using any false description or representation in connection with the sale of their services or products;
4. Using, selling, offering for sale, promoting, advertising, marketing or distributing any goods or services which utilize, in any manner, any portion of the MMG Website or derivation thereof; and
5. Competing unfairly with MMG in any manner.

B. Defendant be required to account for and pay over to MMG all of the profits obtained by defendant from their unlawful acts as complained herein.

C. Defendant be required to pay MMG such damages as MMG sustained in consequence of defendant's actions, including but not limited to MMG's actual

damages, statutory damages, and treble damages.

- D. That MMG be awarded compensatory damages.
- E. That MMG be awarded punitive damages.
- F. That MMG be awarded its reasonable attorneys fees and costs of this action.
- G. That this Court enter an order placing reasonable but effective restrictions on the future transactions and activities of defendant so as to prevent fraud on the Court and so as to ensure the capacity of defendant to pay, and the prompt payment of, any judgment entered against defendant in this action.
- H. That MMG be awarded such other and further relief as the Court deem just and proper.

#### **COUNT FOUR**

##### **Tortious Interference with Prospective Contractual Relationships**

76. Plaintiff MMG repeats and realleges paragraphs 1 through 75 as if set forth verbatim herein.

77. This cause of action arises under the common law of the State of New Jersey.

78. Freedman and MMG are in direct competition in the same market.

79. Freedman interfered with, and continue to interfere with, MMG's pursuit of prospective economic and contractual business relationships with others.

80. Freedman's actions were and are intentional, done without justification or excuse, fraudulent, dishonest and/or illegal.

81. MMG had, and continues to have, a reasonable expectation of economic advantage and there is reasonable probability that Freedman's interference caused MMG's loss of the

prospective gain.

WHEREFORE, plaintiff MMG demands judgment against defendant Freedman as follows.

- A. For preliminary and permanent injunctions restraining defendant Freedman, its officers, agents, servants, and employees from doing, abiding, causing or abetting any of the following:
1. Directly or indirectly infringing MMG's copyrighted works, specifically the MMG Website;
  2. Engaging in any acts or activities directly or indirectly calculated to infringe upon the MMG Website and/or the reputation or goodwill of MMG;
  3. directly or indirectly using any false description or representation in connection with the sale of their services or products;
  4. Using, selling, offering for sale, promoting, advertising, marketing or distributing any goods or services which utilize, in any manner, any portion of the MMG Website or derivation thereof; and
  5. Competing unfairly with MMG in any manner.
- B. Defendant be required to account for and pay over to MMG all of the profits obtained by defendant from their unlawful acts as complained herein.
- C. Defendant be required to pay MMG such damages as MMG sustained in consequence of defendant's actions, including but not limited to MMG's actual damages, statutory damages, and treble damages.
- D. That MMG be awarded compensatory damages.
- E. That MMG be awarded punitive damages.

- F. That MMG be awarded its reasonable attorneys fees and costs of this action.
- G. That this Court enter an order placing reasonable but effective restrictions on the future transactions and activities of defendant so as to prevent fraud on the Court and so as to ensure the capacity of defendant to pay, and the prompt payment of, any judgment entered against defendant in this action.
- H. That MMG be awarded such other and further relief as the Court deem just and proper.

### **COUNT FIVE**

#### **Unjust Enrichment**

82. Plaintiff MMG repeats and realleges paragraphs 1 through 81 as if set forth verbatim herein.

83. This cause of action arises under the common law of the State of New Jersey.

84. Freedman received a benefit from MMG without payment.

85. MMG expected remuneration for this benefit and Freedman, as beneficiary, should have been on notice that MMG expected payment.

86. Freedman's retention of the benefit without payment is unjust.

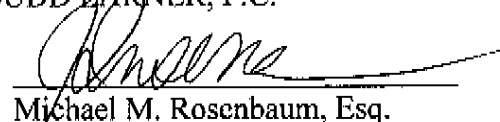
WHEREFORE, plaintiff MMG demands judgment against defendant Freedman as follows.

A. For preliminary and permanent injunctions restraining defendant Freedman, its officers, agents, servants, and employees from doing, abiding, causing or abetting any of the following:

- 1. Directly or indirectly infringing MMG's copyrighted works, specifically the MMG Website;

2. Engaging in any acts or activities directly or indirectly calculated to infringe upon the MMG Website and/or the reputation or goodwill of MMG;
  3. directly or indirectly using any false description or representation in connection with the sale of their services or products;
  4. Using, selling, offering for sale, promoting, advertising, marketing or distributing any goods or services which utilize, in any manner, any portion of the MMG Website or derivation thereof; and
  5. Competing unfairly with MMG in any manner.
- B. Defendant be required to account for and pay over to MMG all of the profits obtained by defendant from their unlawful acts as complained herein.
- C. Defendant be required to pay MMG such damages as MMG sustained in consequence of defendant's actions, including but not limited to MMG's actual damages, statutory damages, and treble damages.
- D. That MMG be awarded compensatory damages.
- E. That MMG be awarded punitive damages.
- F. That MMG be awarded its reasonable attorneys fees and costs of this action.
- G. That this Court enter an order placing reasonable but effective restrictions on the future transactions and activities of defendant so as to prevent fraud on the Court and so as to ensure the capacity of defendant to pay, and the prompt payment of, any judgment entered against defendant in this action.
- H. That MMG be awarded such other and further relief as the Court deem just and proper.

BUDD LARNER, P.C.

A handwritten signature in dark ink, appearing to read "Michael M. Rosenbaum", is written over a horizontal line.

Michael M. Rosenbaum, Esq.  
Jacqueline Inserra, Esq.  
150 John F. Kennedy Pkwy.  
Short Hills, New Jersey 07078  
(973)379-4800  
Attorneys for Plaintiff


Dated: January 12, 2006

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JURY DEMAND

Plaintiff The Mortgage Market Guide, LLC, demands a jury as to all issues do triable.

BUDD LARNER, P.C.

  
\_\_\_\_\_  
Michael M. Rosenbaum, Esq.  
Jacqueline Inserra, Esq.  
Attorneys for Plaintiff  
150 John F. Kennedy Pkwy.  
Short Hills, New Jersey 07078  
(973)379-4800

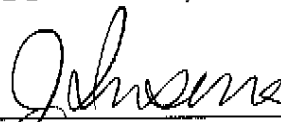
Dated: January 12, 2006

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CERTIFICATION PURSUANT TO LOCAL RULE 11.2

I hereby certify that the matter in controversy is not the subject of any other action pending in any other court or of any pending arbitration or administrative proceeding.

BUDD LARNER, P.C.



Michael M. Rosenbaum, Esq.  
Jacqueline Inserra, Esq.  
Attorneys for Plaintiff  
150 John F. Kennedy Pkwy.  
Short Hills, New Jersey 07078  
(973)379-4800

Dated: January 2, 2006


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VERIFICATION BY CURT WARNER

I, Curt Warner, certify as follows:

1. I am a founder and the Chief Operating Officer of the Mortgage Market Guide, LLC. I make this verification from my personal knowledge.
2. I have read the Verified Complaint attached hereto and hereby verify that the facts asserted therein are true, except where stated on information and belief, and then I believe those facts to be true.
3. I verify under penalty of perjury that the forgoing statements made by me are true.

  
Curt Warner

Dated: January 10, 2006